



STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN  
ATTORNEY GENERAL

DIVISION OF STATE COUNSEL  
LITIGATION BUREAU

Writer Direct: 518-776-2610

November 3, 2016

Hon. Glenn T. Suddaby  
Federal Building and U.S. Courthouse  
P.O. Box 7367  
Syracuse, NY 13261-7367

Re: *Adams v. Nashon et al*  
Northern District of New York  
14-CV-1232 (GTS)(DJS)

Dear Judge Suddaby:

The parties have executed the attached Stipulation and Order of Discontinuance Pursuant to Rule 41(A). The parties respectfully request that the Court so-order the attached stipulation.

Thank you for your consideration of this matter.

Very truly yours,

*s/Oriana Caravetta*

Oriana Caravetta  
Assistant Attorney General

Enclosure

cc: Keith Young, Esq. (via CM/ECF)

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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JOSEPH A. ADAMS,

*Plaintiff,*

-against-

OFFICER NASHON; OFFICER WIGGENS; and C.O.  
HANDCOCK,

**STIPULATION AND  
ORDER OF  
DISCONTINUANCE  
PURSUANT TO RULE**

41(A)

14-CV-1232

*Defendants.*

GTS/DJS

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IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, the attorneys for plaintiff and Defendants Cataldo Nashton, Randy Wiggins, and James Hancock, parties to the above entitled-action, that, whereas no party hereto is an infant or incompetent person for whom a committee has been appointed, and no person not a party has an interest in the subject matter of the action, the above-entitled action be and the same hereby is settled on the particular circumstances of this case, on the following terms and conditions, which it is agreed are of and shall have no legal precedential value in any other case either between the parties to this case or any other parties:

1. Plaintiff discontinues this action with prejudice and without damages, costs, interest or attorneys fees, and discharges and releases Defendants Nashton, Wiggins, and Hancock and the State of New York, including its agencies, subdivisions, employees, private contractors or assignees, of any and all claims, demands, or causes of actions, known or unknown, now existing or hereafter arising, whether presently asserted or not, which relate in any way to the subject matter of this action, and further agrees to discontinue and/or not to

commence or to pursue in any court, arbitration or administrative proceeding, any litigation or claims against the defendants and others released hereby pertaining to the underlying facts, circumstances or incidents that gave rise to the aforementioned action, or any results of the aforementioned facts, circumstances or incidents.

2. Defendants discharge and release plaintiff from any and all claims, demands, or causes of actions, known or unknown, now existing or hereafter arising, whether presently asserted or not, which relate in any way to the subject matter of this action.

3. This action is hereby discontinued with prejudice pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

4. The parties agree that no provision of this settlement shall be interpreted to be an acknowledgment of the validity of any of the allegations or claims that have been made in the action.

5. This settlement does not constitute a determination of, or admission by any party to any underlying allegations, facts or merits of their respective positions. The settlement of this action is limited to the circumstances in this case alone and shall not be given effect beyond the specific provisions stipulated to. This settlement does not form and shall not be claimed as any precedent for, or an agreement by the parties to any generally applicable policy or procedure in the future.

6. Following the execution of this stipulation, and its being ordered by the Court, Defendants shall pay to plaintiff the sum of One Thousand Dollars (\$1,000.00) in full settlement of any and all claims. Payment by Defendants of this amount shall be made payable to plaintiff in the amount of \$1,000.00. This amount includes all sums to which plaintiff is entitled, including but not limited to damages, costs, and attorney's fees. Plaintiff's check will be mailed

to Inmate Account for Joseph A. Adams (14-A-3059), Bare Hill Correctional Facility, 181 Brand Road, Malone, NY 12953 for deposit into plaintiff's inmate account.

7. Payment by Defendants of the amount specified in paragraph 6 is conditioned on the approval of all appropriate state officials in accordance with the provisions for indemnification under section 17 of the New York Public Officers Law.

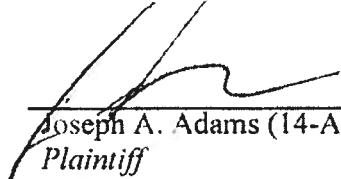
8. Payment of the amount referenced in paragraph 6 will be made within one hundred and twenty (120) days after the approval of this stipulation by the Court and receipt by defendants Nashton, Wiggins and Hancock's counsel of a copy of the so-ordered stipulation.

9. In the event the terms of paragraph 7 are satisfied, but payment is not made within the 120 day period set forth in paragraph 8, interest shall begin to accrue on the outstanding principal balance at the statutory rate on the one hundred and twenty-first day after court approval.

10. Plaintiff represents and warrants that he is not a Medicare recipient, that he has never been on Medicare or Social Security Disability, that no conditional payments have been made by Medicare, and that he does not expect to be a Medicare recipient within the next thirty (30) months.

11. The foregoing constitutes the entire agreement of the parties.

Date: Malone, New York  
11-3-, 2016

  
Joseph A. Adams (14-A-3059)  
Plaintiff  
Bare Hill Correctional Facility  
181 Brand Road  
Malone, NY 12953

